

CONTRACT #5
RFS # 317.70-049

**Department of Finance &
Administration
Division of Health Planning**

VENDOR:
Vanderbilt University



RECEIVED
NOV 01 2006
FISCAL REVIEW

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH PLANNING
312 Eighth Avenue North
Suite 1200 William R. Snodgrass Building
Nashville, Tennessee 37243-0287
Phone (615) 253-2861 Fax (615) 532-6950

DAVE GOETZ
COMMISSIONER

LAURIE LEE
DIRECTOR

MEMORANDUM

TO: Jim White, Executive Director, Fiscal Review Committee
FROM: Laurie Lee
DATE: November 1, 2006
RE: Non-Competitive Contract Request

Please find attached a Non-Competitive Contract with the Vanderbilt School of Nursing for the professional services of Ms. Susan Cooper to develop and implement programs to support the Diabetes Prevention and Health Improvement Act of 2006.

The requested contract is for a one-year period, from January 1, 2007 to December 31, 2007 for a total of \$195,749.10.

As you are aware, the existing contract for Ms. Cooper, which ends December 31, 2006, was initiated September 1, 2005 for the development and implementation of Safety Net services to assist individuals disenrolled from TennCare as a result of the reform process.

Ms. Cooper has demonstrated exceptional leadership and program development and implementation. This new contract is to lead the development of programs and services authorized under the Diabetes Prevention and Health Improvement Act of 2006, including ProjectDiabetes and GetFit Tennessee. These programs include education, awareness and prevention initiatives aimed at school age children and grants focused on best practices in diabetes treatment in an effort to address the rise of Type 2 diabetes in the state. The new contract will also ensure that Ms. Cooper provide oversight and management of the transition of Safety Net programs and services.

Ms. Cooper will provide the necessary professional, clinically based leadership to develop and implement these programs.

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

RECEIVED

NOV 01 2006

Commissioner of Finance & Administration

Date:

FISCAL REVIEW

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	317.70-049	
2) State Agency Name :	Department of Finance and Administration	
3) Service Caption :	Cover Tennessee/Project Diabetes	
4) Proposed Contractor :	Vanderbilt University	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	January 1, 2007	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 31, 2007	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	195,749.20	
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
<p>Fee for service contract relationship with Vanderbilt University School of Nursing for the consultative and management services of Ms. Susan Cooper, Assistant Dean of Vanderbilt School of Nursing. Ms. Cooper will develop and implement various programs and services to raise awareness and enhance prevention, education, and treatment for Type 2 Diabetes and Obesity. She will also work with State and local organizations to coordinate efforts and will secure private sector individuals, organizations and resources to leverage the State's investment in the program. Ms. Cooper will oversee the transition of various Safety Net programs and services.</p>		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
<p>The 2006 General Assembly passed SB 3895, a portion of which is the "Diabetes Prevention and Health Improvement Act of 2006". The Act provides grant funds for programs that promote the understanding and prevention of diabetes and grants to providers related to the treatment of pre-diabetes and diabetes. This program and the Governor's CoverTennessee health coverage initiatives encourage participants to address their own behaviors that contribute to poor health status—specifically actions that lead to obesity. The Secretary of the U. S. Dept. of Health and Human Services has said "Obesity is an epidemic, and chronic disease inevitably follows. It has become a major, quiet killer." Tennessee has adult obesity rates of 26.6 percent, ranking it the 6th heaviest in the nation, according to an August 2006 report by Trust for America's Health. Obesity can lead to serious and costly health problems, reduce life expectancy, and be associated with social stigma. Being overweight is a risk factor for health problems such as diabetes, high blood pressure, high cholesterol and triglycerides, arthritis, depression, gall bladder disease, gynecologic problems, some cancers, and even respiratory problems and sleep disorders.</p> <p>The program will address these issues with the goal of reducing the incidence and prevalence of obesity and diabetes in the State.</p>		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		

In September 2005 the Department contracted with Ms. Cooper for development and management of the State's Safety Net programs to serve those persons disenrolled from the TennCare program due to the reform process. The Department used a non-competitive negotiation for this contract.

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Bonnie Pilon, DSN, RN, SNAA
Senior Associate Dean for Practice, School of Nursing
Room 210 Godchaux Hall
Vanderbilt University
461 21st Avenue, South
Nashville, Tennessee 37240

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

Ms. Cooper is an advanced practice nurse with proven credentials in teaching, program startup and management. In addition, Ms. Cooper's has proven her successful leadership in the development of the State's Safety Net programs and services. Ms. Cooper has considerable experience in health care consulting, management and operations, including significant expertise in managing persons with chronic disease and in providing service to low-income populations.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Department determined that a competitive negotiation for Ms. Cooper's services was the best alternative and in the best interest of the State. The Department did not pursue a competitive procurement due to her proven capabilities in developing and managing new health programs.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The Department determined that procuring the services of Ms. Cooper is in the best interest of the citizens of the State. Specifically, the Safety Net programs and the continuation of the State's targeted program on diabetes prevention and treatment benefit from Ms. Cooper's experience and leadership. While the focus of this contract will be on the development of the new diabetes programs and services, she will provide continuity as the Safety Net programs and services transition to new coverage options.

REQUESTING AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
VANDERBILT UNIVERSITY

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Vanderbilt University, by and through its Vanderbilt University School of Nursing, hereinafter referred to as the "Contractor," is for the provision of the services of Susan Cooper, MSN, as further defined in the "SCOPE OF SERVICES."

The Contractor is a nonprofit corporation. The Contractor's address is:

3319 West End Avenue, Nashville, Tennessee 37203-6869
The Contractor's place of incorporation or organization is Nashville, Tennessee.

WHEREAS, Susan Cooper is a faculty member employed by the Contractor who has considerable experience in health care consulting, management and operations, including significant expertise in managing chronic disease and in providing service to low-income populations; and

WHEREAS, Ms. Cooper has expertise in project management and consulting; and

WHEREAS, the General Assembly passed the Diabetes Prevention and Health Improvement Act of 2006 to develop, implement and promote a statewide effort to combat the proliferation of Type 2 diabetes; and

WHEREAS, based upon the unique experience and expertise of Ms. Cooper, the interests of the State require the procurement of the Contractor's services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein.

A. SCOPE OF SERVICES:

A.1. The Contractor will provide Ms. Cooper's services to develop and implement the various health improvement initiatives authorized by the Diabetes Prevention and Health Improvement Act of 2006, including, but not limited to:

- 1) Project Diabetes, a grant program to fund innovative ways to prevent and treat Type 2 diabetes.
- 2) GetFit Tennessee, a state-wide campaign to raise awareness and challenge organizations and communities to address the underlying causes of Type 2 diabetes.

A.2. The Contractor will be responsible for seeking additional funding and in-kind services to support the Diabetes Prevention and Health Improvement programs.

A.3. The Contractor will facilitate coordination between other State departments, local initiatives and non-governmental efforts to address the problem of Type 2 diabetes and obesity in the State.

A.4. The Contractor will manage and coordinate the transition of existing Safety Net programs and services as new health coverage initiatives are launched. This work includes:

- 1) Ensuring that the overall Safety Net programs and services are moving according to a defined schedule.
- 2) Working with the program directors charged with program implementation regarding options to assist individuals served by the various Safety Net programs as they transition to new programs.

- 3) Identifying issues associated with this transition and potential solutions to address these issues.

A.5. The Contractor will provide Ms. Cooper's services, as requested by the State, to advise and assist the State of particular issues and program areas, including, but not limited to the coordination of the diabetes initiatives with other health-related programs such as eHealth and the Safety Net.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2007 and ending on December 31, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred eighty-three thousand six hundred five dollars (\$195,749.10). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Payment Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Payment Rates:

<u>SERVICE</u>	<u>PAYMENT RATE PER MONTH</u>
One Month	\$15,479.10

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall not exceed five thousand dollars (\$10,000.00) during the period of the Contract.

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections

of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose

physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9 Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate general liability and other appropriate forms of insurance, including adequate general liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract. It is agreed that Contractor may provide such coverage through a program of self-insurance. Contractor shall provide evidence of such self-insurance through a Certificate of Insurance which Contractor shall present for the State's review and approval, which approval shall not be unreasonably withheld. Contractor shall provide notice to the State at least thirty (30) days in advance of any cancellation of coverage. Should such Certificate of Insurance have an expiration date prior to the expiration or other earlier termination of this Contract, the Contractor shall provide to the State, for review and approval, a copy of a renewal Certificate of Insurance.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Jim Shulman
Executive Assistant to the Commissioner
Department of Finance and Administration
1st Floor State Capitol
Nashville, Tennessee 37243

The Contractor:

Bonnie Pilon, DSN, RN, SNAA
Senior Associate Dean for Practice
School of Nursing
Room 210 Godchaux Hall
Vanderbilt University
461 21st Avenue, South
Nashville, Tennessee 37240

With a copy to:

Melinda Cotton, Director
Office of Grants and Contract Management
3319 West End Avenue, Suite 100
Nashville, Tennessee 37203-6869

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile

transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Date/Time Hold Harmless. As required by ***Tennessee Code Annotated***, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

IN WITNESS WHEREOF:

VANDERBILT SCHOOL OF NURSING:

Bonnie Pilon, DSN
Senior Associate Dean for Practice

Date

Colleen Conway-Welch, Ph.D.
Dean

Date

VANDERBILT UNIVERSITY:

Jeff M.S. Kaplan, Associate Vice Chancellor for Health Affairs

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

DEPARTMENT OF PERSONNEL:

Deborah E. Story, Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.